

☐ AMENDED

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: Gloria Denise Triblett

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 6515 Longbrook Lane Apt 4 (2) _____
Memphis, TN 38134

PLAN PAYMENT:

Debtor(1) shall pay \$ 175.00 (☐ weekly, ☒ every two weeks, ☐ semi-monthly, or ☐ monthly, by:
☒ PAYROLL DEDUCTION From: Methodist Lebonheur 1211 Union OR () DIRECT PAY
Avenue #700 Memphis, TN 38104

Debtor(2) shall pay \$ _____ (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:
☐ PAYROLL DEDUCTION From: _____ OR () DIRECT PAY

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☒ YES ☐ NO
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION ☒ YES ☐ NO
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☒ YES ☐ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at \$341 meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payment: _____

None Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to:
ongoing payment begins _____ \$
Approximate arrearage: _____

5. PRIORITY CLAIMS:

-NONE- Amount _____ \$ _____

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☐ Paid by Trustee to:

None ongoing payment begins _____ \$
Approximate arrearage: _____ Interest _____ \$

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
Covington Pike Acceptance (2010 Kia Forte)	2,738.00	1.00	\$59.00

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
-NONE-	_____	_____	\$ _____

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:

-NONE-

Collateral: _____

10. SPECIAL CLASS UNSECURED CLAIMS:

	Amount:	Rate of Interest	Monthly Plan Payment:
American First Finance	544.00	0.00	\$ 7.00
Greenbrook @Shelby Farms	3,100.00	0.00	\$54.00

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

Dept of Ed/Navient ☐ Not provided for **OR** ☒ General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$43,758.00

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

☐ _____ %, OR,
☒ **THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.**

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

American First Finance	<input checked="" type="checkbox"/>	Assumes	OR	<input type="checkbox"/>	Rejects.
Greenbrook @Shelby Farms	<input checked="" type="checkbox"/>	Assumes	OR	<input type="checkbox"/>	Rejects.
Rent A Center	<input checked="" type="checkbox"/>	Assumes	OR	<input type="checkbox"/>	Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately **60** months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

Absent the original contract as proof, all collateralized claims for the purpose of provisions 7 & 8, are presumed to have exceeded the time limits set forth in 11 U.S.C. 1325(a)(9) hanging paragraph will be treated as a value claim

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Darrell L. Castle

Darrell L. Castle

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date **June 25, 2019**